

## Term Contract No. 070T

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
<b>Term Contract</b>	<b>070T</b>	<b>Vehicle Lifts &amp; Related Garage Equipment</b>
<b>Effective Dates</b>	January 6, 2011-March 31, 2013	
<b>Bid Number</b>	WSCA #06405	
<b>Administrator</b>	Bahaa Jizi, CPPB	
<b>Phone</b>	(919) 807-4520	
<b>Fax</b>	(919) 807-4510	
<b>E-Mail</b>	<a href="mailto:Bahaa.jizi@doa.nc.gov">Bahaa.jizi@doa.nc.gov</a>	
<b>Last Updated</b>	February 16, 2011	

### 1. General Information

This contract is **OPTIONAL** for all state agencies, departments, institutions, universities, community colleges and public school units unless exempted by statute.

Further, it shall be a Convenience Contract, accessible, but not mandatory, for the use of non-State Agencies. Such entities include: nonprofit corporations operating charitable hospitals, local nonprofit community sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services, private nonprofit agencies licensed or approved by the Department of Health and Human Services as child placing agencies, residential child-care facilities, private nonprofit rural, community, and migrant health centers designated by the Office of Rural Health and Resource Development, private higher education institutions, counties, cities, towns, governmental entities, volunteer fire departments, rescue squads, and other subdivisions of the State and public agencies thereof. Any non-state agencies that choose to participate in this contract must abide by the terms and conditions that are set forth in this contract.

### 2. Scope of Contract

The scope of this contract is limited to **Vehicle Lifts & Related Garage Equipment** as outlined in WSCA Contract #06405 (Attached). Any attempt by the contractor to represent any material and/or service not specifically awarded as being under contract with the State of North Carolina is a violation of the contract. Such action is subject to legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment.

### 3. Taxes

Prices or Discounts shown herein do not include any North Carolina sales or use taxes.

### 4. Abnormal Quantities

Any agency requirement that exceeds \$75,000 must be forwarded to the Division of Purchase and Contract for processing. The Division, at its sole discretion, may process any such requirement in one or more of the following ways:

1. Purchase may be authorized at the current level of pricing with the current contract vendor
2. Additional discounts from the current level of pricing may be negotiated with the current contract vendor
3. A separate Invitation for Bids may be issued for the requirement

### 5. Minimum Orders

There is no minimum order amount. All orders are shipped **FOB-Destination**.

### 6. Placement of Orders

Orders will be placed throughout the contract period on an as-needed basis for the quantity required at the time, and will be issued directly to any of the Contractors provided herein. Contract changes, if any, over the life of the contract are implemented by contract addenda released by the Contract Administrator. If the contractor is accepting orders and/or delivering through other parties then it is the responsibility of the contractor to apprise such parties of all such contract addenda.

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<b>Federal ID #</b>	<b>Company Name/Address</b>	<b>Contact Name/E-Mail</b>	<b>Telephone/Fax</b>	<b>HUB Status</b>
N/A	Steril-Koni, Inc. 200 Long Canoe Circle Stevensville, MD 21666	Jean DellAmore <a href="mailto:jdellmore@steril-koni.com">jdellmore@steril-koni.com</a>	800-336-7737 410-643-9001 410-643-8901 (F)	N/A
N/A	Mohawk Resources, LTD PO Box 110 Amsterdam, NY 12010	Steven Perlstein <a href="mailto:sperlstein@mohawkklifts.com">sperlstein@mohawkklifts.com</a>	518-842-1431 Ext. 24 518-842-1289 (F)	N/A
N/A	Automotive Resources Inc. Ari-Hetra 12775 Randolph Ridge Lane Manassas, VA 20109	Tyler Nguyen <a href="mailto:tylernguyen@ari-hetra.com">tylernguyen@ari-hetra.com</a>	800-562-3250 703-359-6265 703-359-6405 (F)	N/A

**7. Delivery**

See WSCA Contract #06405

**8. Transportation Charges**

All goods shall be delivered **FOB DESTINATION**.

**Note:** All shipments should be inspected for damage immediately upon receipt.

**9. Item Pricing Information**

<https://fortress.wa.gov/ga/apps/ContractSearch/ContractSummary.aspx?c=06405>

[http://www.mohawkklifts.com/gov/gov\\_pricing9/north\\_carolina.php](http://www.mohawkklifts.com/gov/gov_pricing9/north_carolina.php)

**10. Price Lists and Catalogs**

Contractor must furnish descriptive literature and price lists to any agency, free of charge, within fourteen (14) business days after request. Failure to comply with this requirement may subject the contractor to removal from the contract.

**11. Contractors**

Listed below is the Contract Holder. In the event problems arise the ordering agency should contact the contract holder listed below for resolution. If a satisfactory resolution cannot be reached the agency should complete a Vendor Compliant Form and forward it to the Division of Purchase and Contract.

<b>Federal ID #</b>	<b>Company Name/Address</b>	<b>Contact Name/E-Mail</b>	<b>Telephone/Fax</b>	<b>HUB Status</b>
N/A	Steril-Koni, Inc. 200 Long Canoe Circle Stevensville, MD 21666	Jean DellAmore <a href="mailto:jdellmore@steril-koni.com">jdellmore@steril-koni.com</a>	800-336-7737 410-643-9001 410-643-8901 (F)	N/A
N/A	Mohawk Resources, LTD PO Box 110 Amsterdam, NY 12010	Steven Perlstein <a href="mailto:sperlstein@mohawkklifts.com">sperlstein@mohawkklifts.com</a>	518-842-1431 Ext. 24 518-842-1289 (F)	N/A
N/A	Automotive Resources Inc. Ari-Hetra 12775 Randolph Ridge Lane Manassas, VA 20109	Tyler Nguyen <a href="mailto:tylernguyen@ari-hetra.com">tylernguyen@ari-hetra.com</a>	800-562-3250 703-359-6265 703-359-6405 (F)	N/A

## 12. Warranty

See WSCA Contract #06405

**Note: North Carolina General Terms & Conditions shall apply to all NC issued Purchase Orders.**

## 13. Addendums

Addendum 01	The contract has been extended to March 31, 2013